

LICENSE AGREEMENT

between

BOSTON REDEVELOPMENT AUTHORITY

and

THE VETERANS COMMITTEE OF MASSACHUSETTS

License made this ____ day of _____, 1991, by and between the Boston Redevelopment Authority, a public body, politic and corporate, organized pursuant to Chapter 121B of the General Laws of Massachusetts (Authority), and The Veterans Committee of Massachusetts, a corporation organized under the laws of the Commonwealth of Massachusetts, its agents, employees, contractor and subcontractors (Licensee), in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the premises known as a portion Shipyard Park, in the Charlestown Navy Yard, in the Charlestown Section of Boston, Massachusetts, shown on EXHIBIT A attached hereto, for the purpose of surveys, site investigation and test borings.

The parties hereto agree as follows:

1) This License shall commence from the date hereof and shall terminate when no longer needed by the Licensee or be terminated by either party upon written notice at no cost or expense to the other party, whichever shall first occur.

2) This Licensee shall adhere to all provisions of codes and ordinances of the City of Boston and the Commonwealth of Massachusetts.

3) There shall be no blasting in the area.

4) The Licensee agrees to pay, indemnify and save harmless the Authority from all suits, actions, claims, demands damages or losses, expenses and/or costs of every kind and description to which the Authority may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agent, servants, employees, visitors, guests or any person or corporation dealing with the Licensee in any way in the occupancy and the use of the property. The Authority shall give notice of any such suits, actions, claims, demands, damages, losses, expenses, or costs to the Licensee forthwith, and the Authority shall not object to the intervention of the Licensee in any suit arising out of such claims, demands, losses, expenses or costs.

5) The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his contractors, subcontractors and agents engaged in work at the site, in accordance with State Workmen's Compensation Laws.

The Licensee shall provide and furnish to the Authority evidence of insurance, listing the Authority as co-insured, as follows:

Liability insurance for bodily injury of limits not less than One Million Dollars per person and Two Million Dollars per accident and liability insurance for the premises in an amount of not less than Five Hundred Thousand Dollars property damage.

6) In no event shall any of the activity hereby licensed be located with the active utilities, nor in any way threaten damage to said utilities or adjacent buildings.

7) The Licensee shall not permit, commit, nor suffer waste impairment of or to the premises.

8) The Licensee shall, if the work herein permitted requires occupancy of a public street or alley, obtain the required permits from the City of Boston before proceeding with such work.

9) All rubbish and debris shall be removed by the Licensee at its expense.

10) All excavations and borings shall be filled, covered and sealed to prevent any leakage from groundwater or tidal action to existing grade level and the parcel shall be cleared, cleaned, repaired and restored to its original condition.

11) The Authority shall not be bound to reimburse the Licensee, its agents, employees, contractors or subcontractors for any funds expended on the work hereby licensed.

12) The Licensee shall not discriminate in his hiring nor will he allow any of his agents, contractors, subcontractors, or employees, to discriminate upon the basis of race, color, sex religion or national origin, in the use or occupancy of the property or any of the improvements thereon. The Licensees shall comply with the Authority's Equal Employment Compliance Policy.

IN WITNESS WHEREOF, on this ____ day of _____, 1991, at Boston, Massachusetts, the parties hereto have caused this Agreement to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen Coyle, Director

THE VETERANS COMMITTEE OF
MASSACHUSETTS

By _____
William Mason, Chairman

Approved as to form:

Robert F. McNeil
Chief General Counsel

MEMORANDUM

AUGUST 21, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR
ROBERT RUSH, DEPUTY DIRECTOR
HARBOR PLANNING AND DEVELOPMENT
PAUL REAVIS, ASSISTANT DIRECTOR
ENGINEERING AND DESIGN SERVICES

SUBJECT: SHIPYARD PARK, CHARLESTOWN NAVY YARD:
MASSACHUSETTS STATE KOREAN VETERANS MEMORIAL

EXECUTIVE

SUMMARY: MEMORANDUM REQUESTS AUTHORIZATION TO EXECUTE AN EARLY LICENSE AGREEMENT WITH THE KOREAN WAR VETERANS COMMITTEE OF MASSACHUSETTS, INC. TO CONDUCT PRELIMINARY SUB SURFACE TESTING TO DETERMINE WHAT ADDITIONAL BELOW SURFACE SUPPORT MIGHT BE NECESSARY REGARDING THE CONSTRUCTION OF THE MEMORIAL.

On April 26, 1990 the Boston Redevelopment Authority approved a memorandum granting The Korean War Veterans Committee of Massachusetts, Inc. permission to construct a Veterans Memorial at Shipyard Park in the Charlestown Navy Yard.

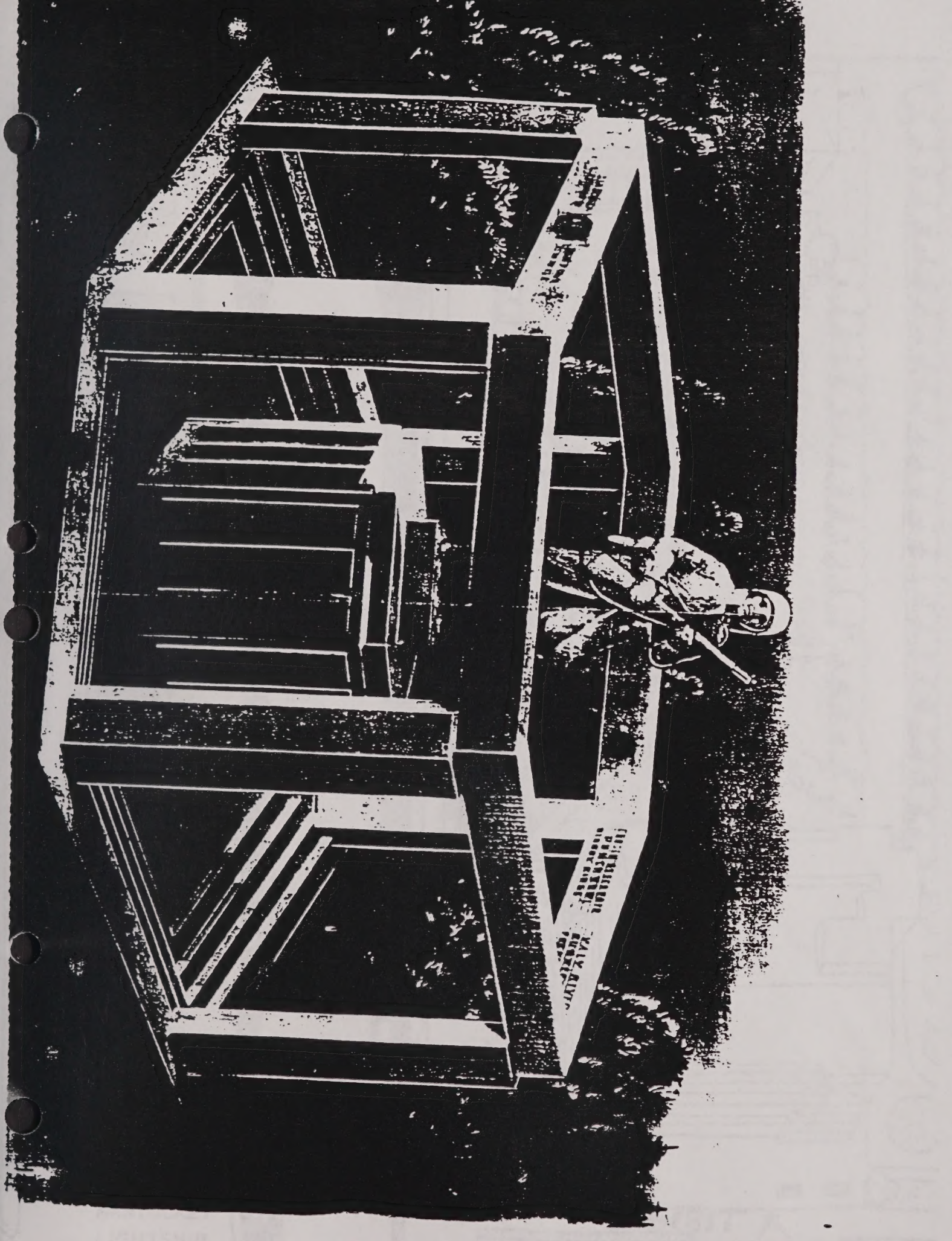
On June 25, 1991 a ground breaking ceremony was held at Shipyard Park announcing the selection of the site for the Statue. This date corresponded to the beginning of negotiations to end the hostilities.

The State Committee has estimated construction cost will be approximately \$250,000, will establish a \$15,000 maintenance fund and are soliciting both private and public funds.

Monti Construction Co. of Quincy has been selected as the contractor and in order for them to begin an in-depth analysis of the sub soil conditions it is necessary for an early entry to be approved.

AN APPROPRIATE VOTE FOLLOWS:

VOTED: That the Director be and hereby is authorized to execute an early entry license agreement with The Korean War Veterans Committee of Massachusetts, Inc. to conduct preliminary sub surface testing to determine what additional below surface support might be necessary regarding the construction of the Memorial.



FIRST AVENUE

22

28

24

125

DRY DOCK NO. 2

36

SHIPYARD PARK

Proposed location

PUMP HOUSE

197

SPIRIT OF MASSACHUSETTS

PIER 3

NANTUCKET LIGHTSHIP

EXHIBIT A

